ANGLIA COMPUTER SOLUTIONS BUSINESS LTD
BROADBAND SERVICES SCHEDULE

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Appendix 1 – Broadband Acceptable Use Policy

This Addendum relates only to our broadband products. They do not relate to any other product or service supplied by ACS BUSINESS unless specified herein.

1. Definitions and Interpretation

1.1. In this Service Schedule the following expressions shall have the following meanings unless the context otherwise requires:

"ADSL"	asymmetric digital subscriber line as more particularly described in clause 5.1;
"ADSL Service"	the provision of internet protocol connectivity delivered over the ACS BUSINESS Network with ADSL based access to Users or Additional Users;
"API"	means the Application Programming Interface provided by ACS BUSINESS via which Orders may be placed and the Services may be managed by the Client;
"Assured Rate Product(s)"	means a product variant offered for the Services where bandwidth is assured across the ACS BUSINESS Network;
"Availability Checker"	Availability Checker means the mechanism provided by ACS BUSINESS to be used by the Client to check the CLI status and options available for the provision of LLU Services to an End User;
"DSLAM"	A network device, located in the telephony exchanges of the service provider that connects multiple customer Digital Subscriber Lines to a high-speed Internet backbone using multiplexing techniques;
"DSL Service"	the ADSL Service and/or the FTTC Service and/or the FTTP Service;
"Enhanced Care"	the target resolution and response times under the heading "Enhanced" specified within the Fault classification matrix set out in clause 8.5.1;
"Enhanced Care Faults"	Faults that are submitted to ACS BUSINESS by a Client who has purchased Enhanced Care;
"Faults"	notification of a problem or fault which is submitted by the Client to ACS BUSINESS;
"FTTC"	Fibre to the Cabinet services use the same infrastructure as standard 21CN ADSL products but provide higher line rates to an End User's premises by the use of a fibre connection from the street cabinet to the exchange.
"FTTP"	Fibre to the Premises services use the same infrastructure as standard 21CN ADSL products but provide higher line rates to an End User's premises by the use of a direct fibre connection to the End User premises.
"Help Desk"	the telephone help desk described in clause 7.1;
"Incident"	a failure of the Service to operate in accordance with its published specification;
"IP"	Internet Protocol;
"LLU Services"	means voice and data services provided or to be provided by ACS BUSINESS pursuant to this Agreement and as specified in the Operations Manual;
"LLU"	means Local Loop Unbundling which is technology that allows alternative communications companies to put their own equipment on to the end of an End User's copper local loop and own the connections for the local exchange instead of BT, so as to offer services in competition with BT;
"Provision Support"	Support Services in connection with the implementation of an Order;
"Services"	the DSL Service, the Support Service a as applicable given the context in which the term "Services" is used;
"SOGEA"	Single Order Generic Ethernet Access Cabinet services use the same infrastructure as standard 21CN ADSL products but provide higher line rates to an End User's premises by the use of a fibre connection from the street cabinet to the exchange but does not require the provision of a Wholesale Line Rental service. As such, no analogue telephone service is bundled;

"Standard Care"	the target resolution and response times under the heading "Standard" specified within the Fault classification matrix set out in clause 8.5.1;
"Support Service"	the support services described in clause 7;

1.2. The Condition and Schedule headings are for convenience only and shall not affect the interpretation of this Service Schedule.

1.3. Any reference to an "hour" means an hour in a day and any reference to a "day" means a period of 24 hours running from midnight to midnight.

1.4. Except to the extent that they are inconsistent with the definitions and interpretations in this Service Schedule or are otherwise defined in this Service Schedule, the definitions and interpretations in the Master Agreement shall apply to this Service Schedule.

1.5. The Schedules form part of this Service Schedule and shall have effect as if set out in full in the body of this Service Schedule. Any reference to this Service Schedule includes the Schedules.

1.6. References to clauses and Schedules are to the clauses and Schedules of this Service Schedule.

2. The Service Schedule

2.1. The terms of the Master Agreement shall apply in relation to the supply of the Services and the terms of this Service Schedule shall apply between the parties as if the Master Agreement were incorporated into this Service Schedule.

2.2. Notwithstanding clause 2.1 the Master Agreement shall remain fully effective and unamended, in relation to the supply of any goods and or services other than the Service.

3. Commencement and duration of this Service Schedule

3.1. This Service Schedule commences on the date that it is signed by duly authorised representatives of ACS BUSINESS and will continue unless or until terminated by either party under the terms of the Agreement.

4. Duration of services

4.1. The Service Minimum Period for all ADSL (excluding FTTC/FTTP) Services is one (1) month.

4.2. The Service Minimum Period for new provisions of FTTC and FTTP Services is the lower of (a) one (1) year or (b) the minimum term set by the Service provider for FTTC and FTTP.

4.3. The Service Minimum Period for migrated in FTTC and FTTP Services is one (1) month.

4.4. The Service Minimum Period for new provisions of SOGEA Services is the lower of (a) eighteen (18) months or (b) the minimum term set by the Service provider for SOGEA.

4.5. The Service Minimum Period for migrated provisions of SOGEA Services is the lower of (a) eighteen (18) months or (b) the minimum term set by the Service provider for SOGEA.

5. Description of Services

5.1. ADSL is a form of DSL, a data communications technology that enables faster data transmission over copper telephone lines than a conventional voiceband modem can provide. It does this by utilising frequencies that are not used by a voice telephone call. By using a splitter or micro filters this allows a single telephone connection to be used for both ADSL service and voice calls at the same time. As phone lines are so varied in quality and weren't initially provisioned with ADSL in mind it can generally only be used over short distances, typically less than 5 km.

5.2. At the telephone exchange, the line generally terminates at a DSLAM where another frequency splitter separates the voice band signal for the conventional phone network. The data stream carried by the ADSL physical layer is typically routed over the telephone company's data network to service centre where the encapsulated IP packets are eventually routed onto a conventional internet network.

5.2.1. FTTC / FTTP / SOGEA Services use the same infrastructure as standard 21CN ADSL products but provide higher line rates to an End User's premises by the use of a fibre connection from the street cabinet to the exchange in the case of FTTC / SOGEA and a direct fibre connection from the End User premises in the case of FTTP.

5.2.2. Service Limitations FTTC / FTTP / SOGEA Services are only available in areas where the appropriate infrastructure exists as indicated by ACS BUSINESS service availability checks.

5.2.3. Service limitations FTTP / SOGEA are IP only services and are not bundled with an analogue Wholesale Line Rental service on the Public Switched Telephone Network.

5.2.4. Standard Care Service Levels are provided and options are available for Elevated care levels for FTTC / FTTP / SOGEA products.

6. Support Services

6.1. During the hours of Service specified in clause 6.2, ACS BUSINESS will provide a client service and administration telephone and email help desk facility ("Help Desk") for the benefit of the Client. ACS BUSINESS shall accept calls for English language telephone support in connection with Orders and Faults during the hours of Service specified in clause 6.2. For the avoidance of doubt, ACS BUSINESS shall be under no obligation to provide any technical assistance to the Users.

6.2. Hours of Service

6.2.1. Office Hours**.** The Help Desk will be available to receive calls for English language telephone Support (Second Level Support) Monday to Friday, from 08:30 to 17:00, excluding Bank Holidays. Proactive notifications for both support and provide activities will occur during these hours.

6.2.2. Out of Hours**.** Outside Normal Business Hours, no proactive updates will be supplied via email on Standard Care Products. Outside Normal Business Hours support is only available for response to new and open Enhanced Care Incidents that are raised by the support team.

6.3. **Scheduled and Emergency Maintenance**

6.3.1. From time to time ACS BUSINESS may interrupt the Service to maintain, update or enhance software Equipment or other aspects of the Service and/or the ACS BUSINESS Network ("Maintenance Events"). ACS BUSINESS will, where possible, give the Client a minimum of 1 Business Day advance notice of such events, and where possible will schedule Maintenance Events so as to cause minimum interruption of the Service. For the avoidance of doubt, it may not be possible to give such notice where interruption to the Service is necessary to deal with Incidents occurring in connection with the Service.

6.3.2. From time to time ACS BUSINESS may interrupt the Service to carry out emergency maintenance to the ACS BUSINESS Network in order to maintain appropriate levels of service quality and to provide where possible minimum impact to the Service.

6.3.3. ACS BUSINESS shall use reasonable endeavours to ensure that:

- scheduled Maintenance Events will not exceed 3 hours in any calendar month;
- emergency Maintenance Events will not exceed 3 hours in any calendar month.

Provided That the Client accepts that it may not be possible for ACS BUSINESS to provide the Client with advanced notification of emergency Maintenance Events.

6.3.4. Any Maintenance Events which occur during Normal Business Hours, and which were not requested by the Client, shall be considered downtime for the purpose of service availability measurement set out in clause 9.

7. Service Management

7.1. Fault Reporting

7.1.1. The Client must submit all Faults to ACS BUSINESS via:

a) Sending an email to SUPPORT@ANGLIACOMPUTERSOLUTIONS.CO.UK
b) By phone (01760300464) into the support team

All Fault Reports submitted by the Client must provide a complete description of the Fault and any information reasonably requested by ACS BUSINESS. The support case in respect of a Fault will be raised after the Client performs the first line diagnostics with the User or Additional User to conduct an initial assessment of the cause of an Incident.

7.1.2. All corresponding communications made by the Client to the Support Team must include the broadband username. Updates to Faults should be submitted to us via email.

7.2. Fault Report Priority Levels

7.2.1. On receipt of a Fault Report from the Client, ACS BUSINESS (acting reasonably) shall determine the priority of any Fault using the Priority Levels.

7.3. Fault Response Timescales

7.3.1. ACS BUSINESS shall use best endeavours to assign an Fault to an appropriate ACS BUSINESS engineer within 1 Business Hour of receipt of the Fault Report for no less than 98% of Incidents properly submitted to ACS BUSINESS by the Client in accordance with clause 8.1.1.

7.3.2. ACS BUSINESS shall use best endeavours to make an update on a Fault available to the Client via email within the response times specified in clause 8.5.1.

7.4. Fault Resolution Targets

7.4.1. ACS BUSINESS shall seek to resolve issues clear Faults within the relevant care level as per the matrix set out in clause 8.5.1.

7.5. Fault Classification Matrix

7.5.1. The Fault classification matrix set out below outlines the description, resolution and scheduled updates frequencies for the associated Fault priorities.

Priority	Description	Target Resolution Time		ACS BUSINESS Updates Expected
		Standard	Enhanced	
Critical	Complete network outage affecting multiple users as a result of an ACS BUSINESS network failure	4 hours	4 hours	Every 60 minutes
High	Total loss of service affecting 1 or more users	40 hours	20 hours	1-4 hours
Medium	Partial loss of service or degraded performance.	40 hours	20 hours	1-4 hours
Low	General support queries including provisioning and billing	40 hours	20 hours	1-4 hours

7.5.2. The Client understands and accepts that it may be necessary to extend the timescales in the Fault classification matrix above due to the complexity of the Fault or where ACS BUSINESS is dependent on a third party for resolution of the Fault. In such circumstances, ACS BUSINESS shall use reasonable endeavours to eliminate or

reduce the impact of the Fault on the Service by provision of a workaround, with permanent correction to follow.

7.6. Clearance of Fault

ACS BUSINESS will clear an Incident reported to ACS BUSINESS by the Client in accordance with this Service Schedule and an Fault Report will be considered to have been cleared where either:

7.6.1. it is corrected by ACS BUSINESS (including the provision of a temporary fix); or

7.6.2. ACS BUSINESS has investigated the Fault and ACS BUSINESS's initial fault diagnostic testing indicates that the Fault is not found and/or is not the fault of ACS BUSINESS; and this has been confirmed by ACS BUSINESS to the Client.

7.7. Escalation Process

ACS BUSINESS has its own escalation process where an Fault is understood as a clear request for the support of a higher technical or management level in order to clear the Fault. If the Fault is considered to be not progressing in a satisfactory manner or if it is foreseen that the targeted time to repair will not be met, either party may request an escalation of the Fault.

8. Service Availability

8.1. Overall Service Availability

ACS BUSINESS will use reasonable endeavours to provide a monthly overall Service availability of not less than 99.7% for all Users connected to the ACS BUSINESS network. For the purposes of this clause 8.1, overall service availability shall mean the availability of two way communication of the virtual communication link (expressed as a percentage) between the access entry port on which the Data Terminating Equipment ("DTE") originator is connected and the ACS BUSINESS Network access exit port on which the DTE destination is connected, excluding scheduled Maintenance Events as described in clause 6.3, User-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by ACS BUSINESS to provide the Service), or outages or disruptions attributable in whole or in part to force majeure events within the meaning that term as defined in the Master Agreement.

8.2. Service Credits

ACS BUSINESS will use its reasonable endeavours to recover service credits from the operators when circumstances indicate they should be available if service credits are received these will be passed on to the Client.

8.3. Network Performance

8.3.1. Standard DSL Services

(i) ACS BUSINESS shall use best endeavours to provide a DSL Service to Users and Additional Users that over the course of any calendar month does not exceed an average latency of 50 milliseconds assuming interleaving is not enabled on the Service.

(ii) ACS BUSINESS shall use best endeavours to provide a DSL Service that over the course of any calendar month has an average packet loss across the ACS BUSINESS Network of less than 0.5%. Provided that, notwithstanding clauses 8.4.1 (i) and (ii), the Client understands and accepts that these targets are best endeavours and whilst ACS BUSINESS shall do their utmost to ensure ongoing network performance on occasion circumstances relating to the Service Provider network that are out of the control of ACS BUSINESS may cause latency and general network performance to be affected.

9. Standard Charges

9.1. The Client will pay the following standard charges in relation to Services:

9.1.1. the Activation Charge.

9.1.2. the fixed Monthly Recurring Charge (MRC) per access circuit. This differs according to variant.

9.1.3. Variable Charges that may apply from time to time (e.g. for service upgrades).

10. Availability of Standard BT Exchange Lines

10.1. The Charges are calculated on the basis that:

10.1.1. for the ADSL Service, the User or Additional User will provide a suitable standard BT Exchange Line that will support ADSL and the current analogue voice service ("Shared Line");

10.1.2. for the FTTC Service, the User or Additional User will provide a suitable standard BT Exchange Line that will support FTTC and the current analogue voice service ("Shared Line");

10.1.3. for the FTTP Service, ACS BUSINESS will either provide a dedicated fibre line that will only support FTTP ("Dedicated Line"), or the User or Additional User will provide a suitable standard BT Exchange Line that will support FTTP and the current analogue voice service ("Shared Line");

10.1.4. for the SOGEA service, the User or Additional User will provide a suitable standard BT Exchange Line that will only support SOGEA ("Dedicated Line");

10.2. Where a Shared Line is used to deliver the DSL Service through the duration of the Service Schedule, the User or Additional User must pay full line rental, in addition to the DSL subscription, to BT or another communications provider. For the avoidance of doubt, where a Dedicated Line is used to deliver the DSL Service, no line rental is payable to BT or any other third party for that line.

11. Charges Mandated By Service Provider

ACS BUSINESS reserves the right to pass on to Clients on a cost basis (adding no additional percentage increase) any charges levied by the Service Provider to which it is exposed as a result of the Client and/or its Users' and/or Additional Users' actions.

Appendix 1 – Broadband Acceptable Use Policy

1. Policy

This Acceptable Use Policy (AUP) is intended to help protect our customers, and the Internet community, from the inappropriate use of the Internet. This AUP sets out the rules which apply to the use of our internet connection services including your responsibilities, and permitted and prohibited uses of those services.

We remind customers that when they are connected to the internet via our service they must comply with the law. Customers must not use our service:

- for the improper use of a public electronic communications network which is or would be an offence under Section 127 of the Communications Act 2003; or
- any unauthorised access or denial of service attack which is or would be an offence under Sections 1, 2 or 3 of the Computer Misuse Act 1990; or
- to commit an offence under the Regulation of Investigatory Powers Act 2000; or
- to commit an offence under any other relevant UK legislation;

A customer's use of our service constitutes acceptance of this AUP.

We reserve the right to revise and update this AUP from time to time.

2. Responsibilities

You are responsible for your actions on our network and systems you access through your Internet Service. If you act recklessly or irresponsibly in using your Internet Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice. In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

- store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is likely to be offensive or obscene to a reasonable person;
- store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, our Services, Network or systems;
- forge header information, email source address or other user information;
- access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- compromise the security or integrity of any network or system including our Network;
- deliberately access, download, store, send or distribute any viruses or other harmful programs or material;
- send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in this policy, or overload any network or system including our Network and systems;
- use another person's name, username or password or otherwise attempt to gain access to the account of any other User;
- tamper with, hinder the operation of or make unauthorised modifications to any network or system; or

- Authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

3. Unsolicited Commercial Email / Unsolicited Bulk Email (Spam)

Junk mail or Unsolicited Commercial Email (UCE), the term "spam" refers to submitting a commercial email to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation to receiving email from the sender.

Email sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (opt-in requirement) by the recipient is not considered spam.

Spamming is not only harmful because of its negative impact on consumer attitudes toward ACS BUSINESS, but also because it can overload ACS BUSINESS's network and disrupt service to ACS BUSINESS subscribers.

As a user of an ACS BUSINESS email service platforms

You must:

- Include a conspicuous notice identifying the message as an advertisement or a commercial solicitation;
- Provide a valid physical postal address in each email your send;
- Include a valid email address or an unsubscribe link allowing the recipient to opt-out, either by replying to a valid return address, or by using an Internet based unsubscribe mechanism
- Process opt-out requests for at least 30 days after the sending of the commercial email and stop sending email to the requestor within 10 business days upon request;
- Set up and provide ACS BUSINESS with a valid "abuse" email address in order to process any Spam positive complaint.
- Comply with any regulation in force that covers direct marketing regulations

You may not:

- Include false, deceptive or misleading header information, including a false domain name or address;
- Send emails with a false, deceptive or misleading subject line;
- Include sexually explicit content in your email;
- Add an address into your list without the subscriber's permission;
- Maintain an email address in your list for which an opt-out request has been received;
- Use lists older than 6 months without obtaining a confirmation of the subscriber's permission;
- Harvest email addresses from websites or web services;
- Generate email address by using a dictionary attack combining letters and numbers into multiple permutations;
- Use scripts or automated ways to register for multiple email or user accounts to send commercial emails;
- Relay emails through a computer or network without permission;
- Use your subscription form to subscribe users for an unrelated list or to send them content differing from the one they have agreed to.
- send emails with added words/characters in an attempt to bypass Bayesian filters
- Send, or attempt to send, Spam of any kind from third-party networks using a return email address that is hosted on the ACS BUSINESS Network, or referencing an email address hosted on the ACS BUSINESS Network
- Send email messages which result in complaints from the recipient or from the recipient's email provider, or which result in blacklisting of the sender's email address or mail server
- Send email messages which are excessive and/or intended to harass or annoy others
- Continue to send email to a recipient that has indicated that he/she does not wish to receive it
- Take any actions intended to cloak the User's identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses
- Take any other action that results in blacklisting of the sender's email address or mail server, or negatively impacts other Users who use the Email service.

In the absence of positive, verifiable proof to the contrary by a User, ACS BUSINESS will consider complaints by recipients of emails to be conclusive that the recipient did not subscribe or otherwise request the email(s) about which a complaint was generated.

4. Bulk Email

The use of our network to send bulk email whether opt-in or otherwise, and the use of bulk email to promote a site on our network is strictly forbidden. Bulk mailing is defined as:

- Sending E-mails at a rate of over 50 emails per 5 minutes

If bulk mailing attempts are detected the relevant ports may be blocked with temporary or permanent immediate effect.

5. Excessive use

You must use your Internet Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Internet Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems. If ACS BUSINESS determines that excessive bandwidth, disk space utilisation or high CPU loads are adversely affecting ACS BUSINESS's ability to provide service to other users, ACS BUSINESS may take immediate action. ACS BUSINESS will attempt to notify the account owner as soon as possible.

For connections supplied on an "unlimited" broadband ADSL, FTTC, FTTP or SOGEA product, ACS BUSINESS reserves the right to force a change in the supplying carrier if monthly download usage exceeds 100GB on more than one occasion. The change in carrier will ensure that the current broadband technology continues to be used (eg if supplied using FTTC, it will remain an FTTC connection at the same speed), but the path the traffic takes taken over another carrier of ACS BUSINESS's choice. ACS BUSINESS will attempt to notify the account owner of the change prior to action.

6. Illegal Use

The ACS BUSINESS network may only be used for lawful purposes. For example, Users may not use the ACS BUSINESS Network to create, transmit, distribute, or store content that: violates a trademark, copyright, trade secret or other intellectual property rights of others, violates export control laws or regulations, violates the privacy, publicity or other personal rights of others, impairs the privacy of communications, contains obscene, offensive, unlawful, defamatory, harassing, abusive, fraudulent, or otherwise objectionable content as reasonably determined by ACS BUSINESS, encourages conduct that would constitute a criminal offense or give rise to civil liability, constitutes deceptive online marketing, causes technical disturbances to the ACS BUSINESS Network, its affiliated networks, or the network used by Users to access the Email service., or violate the policies of such networks, including, but not limited to, intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data, or assists, encourages or permits any persons in engaging in any of the activities described in this section. If the Client becomes aware of any such activities, the Client is obligated to immediately notify ACS BUSINESS and take all other appropriate actions to cause such activities to cease.

7. Consequences of Unacceptable Use

ACS BUSINESS reserves the right to suspend or terminate User's access to the Email Service and/or internet service upon notice of a violation of this policy. If ACS BUSINESS believe that the policy has been breached or the integrity of the network and/or the performance of others users are at risk, then ACS BUSINESS will contact the Client with notice of its intent or to notify the User of the breech of the policy.

8. Administration of Policy

The Client understands that the administration of this policy requires the exercise of discretion and judgment by ACS BUSINESS. ACS BUSINESS agrees to exercise good faith in its administration of this policy and in making determinations under the policy.